

Agreement

CLIENT NAME

and

CINTRA HR & PAYROLL SERVICES LIMITED

[] 2025

Version: 5.3 [7th October 2024]

This Agreement (the “Agreement”) commenced on [] 2025.

Between:

CLIENT FULL LEGAL ENTITY NAME a company registered in England and Wales with company number [] and registered office address at [] (referred to as “you”, “your”, or “Client”); and

CINTRA HR & PAYROLL SERVICES LIMITED a company registered in England and Wales with company number 3248469 and registered office address at Maling Exchange, Hoult's Yard, Walker Road, Newcastle Upon Tyne, NE6 2HL (referred to as “we”, “us”, “our”, “Supplier” or “Cintra”).

Background:

- a) The Client agrees to purchase Services and/or Other Services in accordance with this Agreement; and
- b) We undertake to supply Services to the Client under the terms set out below.

Agreement Definitions

Certain key words within this document have the meaning set out below:-

- a) **Agreement:** means the binding legal agreement between you and us for us to provide Services and/or Other Services to you as set out below and as stated in the Services Schedule (which also forms part of this Agreement).
- b) **Charges:** the charges set out in the Services Schedule relating to the Services provided by us to you or as otherwise specified in the Agreement.
- c) **Billing Unit:** the unit specified per product used to calculate the charge to the Client. The billing units are set out in the Services Schedule.
- d) **Company Affiliate:** means any entity that directly or indirectly controls, is controlled by, or is under common control with us from time to time. For the purposes of this definition control means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and controlled shall be construed accordingly
- e) **Confidential Information:** all confidential, proprietary or secret information, including without limitation information relating to the operations, processes, product information, know-how, trade secrets, clients, know-how of us or you and other information designated by such party in writing as “Confidential” or “Proprietary”, whether by letter or by the use of a proprietary stamp or legend, prior to the time any such Confidential Information is disclosed to the other party. In addition, information which would be apparent to a reasonable person, familiar with the disclosing party’s business as being of a confidential or proprietary nature the maintenance of which would be important to the disclosing party; shall constitute Confidential Information.
- f) **Data Protection Legislation:** means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation, the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (“DPA 2018”); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications). To the extent the General Data Protection Regulation ((EU) 2016/679) (“GDPR”) applies, the law of the European Union or any member state of the European Union to

which the Client or the Supplier is subject, which relates to the protection of Personal Data. Any other applicable local laws to which the Client or Supplier is subject, relating to the processing of Personal Data, privacy of electronic communications, or the protection of an individual's privacy. To the extent the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data applies, the UK Data Protection Legislation; to the extent the GDPR applies, the law of the European Union or any member state of the European Union to which the Client or we are subject, which relates to the protection of personal data.

- g) **Extended Term:** means the further period which extends after the Initial Term which is defined further in clause 3 below.
- h) **Initial Term:** means the initial term of the Agreement which is defined further in clause 3 below.
- i) **Other Services:** means the other services (if any) provided by us to you as set out in the Services Schedule or as shall be added from time to time subject to the agreement of the Parties.
- j) **Parties:** shall mean us and you collectively and Party shall mean either us or you individually.
- k) **Personal Data:** has the meaning set out in the Data Protection Legislation.
- l) **Services:** means the Services to be provided or licensed by us or any Company Affiliate to you pursuant to this Agreement as detailed on the Services Schedule (as may be amended from time to time to add in or remove Services).
- m) **Retail Prices Index:** shall mean the Retail Prices Index (all items excluding mortgages) as published by the Office for National Statistics from time to time, or failing such publication, such other index as the Parties may agree mostly resembles such index.
- n) **Services Schedule:** means the document forming part of this Agreement between us and you and setting out the Services, Charges and other key matters provided or licensed by us to you as may be amended from time to time by the Parties.
- o) **Set Up and Implementation Costs:** the set up and implementation costs specified by us to you and charged at the date of the Services Schedule as a one-off payment or as an additional cost per payslip (or other service activity) as set out in the Services Schedule.
- p) **Specific Terms:** means the additional terms which apply specifically to the Services as listed on the Services Schedule and forming part of this Agreement.
- q) **Terms:** means these standard terms and conditions for the supply of Services as set out on the Agreement on pages 4-9 inclusive and mentioned in the Services Schedule.
- r) **UK Data Protection Legislation:** means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (Data Protection Act 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and the guidance and codes of practice issued by the Commissioner, and which are applicable to a Party.
- s) **UK GDPR:** means the GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection Act 2018, the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 and other data protection or privacy legislation in force from time to time in the United Kingdom.

Terms

It is agreed:-

1. Supply of Services

We or a Company Affiliate will provide to the Client the Services in accordance with the Services Schedule and this Agreement. No other terms and conditions will apply, except as set out below. These terms and conditions supersede any previously supplied terms and conditions.

2. Order of Precedence

The Agreement between us will consist of (1) these Terms (2) the Services Schedules; (3) the Service Level Deliverables (if any); (4) the Specific Terms (if any). If there is a conflict or ambiguity between the above documents forming the Agreement, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

3. Term

This Agreement shall commence on the Agreement signature date and the Initial Term shall commence on the latest respective Go Live Date specified in the Services Schedule and shall continue for [36/48/60] months ("**Initial Term**") unless otherwise terminated as provided herein. At the end of Initial Term the Agreement shall automatically extend for a further 12-month period ("**Extended Term**").

4. General Warranties and Exclusions

- 4.1. We will supply the Services set out on the Services Schedule in accordance with these Terms.
- 4.2. In supplying the Services, we warrant, undertake and represent to:
 - a) perform or provide the Services with due reasonable care, skill and diligence in accordance with industry practice in our industry;
 - b) ensure that the Services will conform with all descriptions and specifications (if any) set out in the Agreement; and
 - c) comply with all applicable laws and regulations (including the UK Bribery Act, Data Protection Act 2018 and applicable health and safety laws).
- 4.3. We use reputable, specialist third-party hosting services in the UK. So far as we are able to, we will pass down to you the

guarantees which we receive from our hosting provider.

- 4.4. Notwithstanding any other provision, where we commit to provide Services, we may in our absolute discretion change the software, platform, third-party supplier or system for the provision of any element of the Services, provided always that the new software, platform or system delivers the substantive key deliverables (as we shall reasonably determine) relating to the Service in question.

5. Your Obligations and Remedies

- 5.1. You will co-operate with us in all matters relating to the Services and provide such information as we may reasonably request.
- 5.2. Subject to the limitations of liability set out in this Agreement, if we fail to perform any Services in accordance with the requirements of this Agreement, including by the dates or times specified in this Agreement your sole and exclusive remedy (and to the maximum extent permissible by law to the exclusion of all other implied, statutory or other remedies) is to require us to re-perform the defective services; or where we cannot we will (subject to the limitations set out in clause 7) pay reasonable and substantiated costs incurred by you for substitute services from a third-party.

6. Charges and Payment

- 6.1. The fees for the Services supplied are as stated in the Services Schedule.
- 6.2. In consideration for the provision of the Services, we (or a Company Affiliate as appropriate) shall invoice you the fees monthly in arrears and you will pay us the Charges within 14 days in pounds sterling (GBP) in accordance with this clause 6.
- 6.3. For monthly contracted processing charges, invoices for the prior month will be issued by the 5th day of the following month.
- 6.4. Set Up and Implementation Costs as well as consultancy fees will be invoiced on Agreement signature and charged up front before work commences.

- 6.5. Payment is collected 14 days later by direct debit in accordance with BACS regulations and terms.
- 6.6. You will set up a direct debit with your designated bank for payment of (i) the Charges (payment to be made on a recurring monthly basis in arrears) and (ii) where specified by us the Set Up and Implementation Costs; to our designated bank account.
- 6.7. Direct debits will be taken on or after 14 days from the date of invoicing.
- 6.8. Any other costs will be payable by you as we shall so notify you in writing.
- 6.9. All amounts payable by you are exclusive of amounts in respect of value added tax (VAT). You shall pay VAT on the fees at the rate and in the manner prescribed by law.
- 6.10. If you fail to make any payment due under the Agreement by the due date for payment, then, without limiting our remedies, you will pay interest on the overdue amount at the rate of 4% per annum above base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. you shall pay the interest together with the overdue amount.
- 6.11. All amounts due under this Agreement will be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6.12. On the 1st April each year, fees will increase at an annual rate not exceeding 3% above the latest available figure for the percentage increase in the Retail Price Index (as shall be determined by us for the period immediately preceding such notification of an increase in the Charges), excluding the first April after the Agreement has been signed. We will provide you with thirty (30) days prior notice. Furthermore, we may alter the Charges at any time if the number of billing units increases or decreases by more than 20 per cent at any point after execution of this Agreement in relation to the stated billing units for payroll and/or Other Services in the Services Schedule of this Agreement.
- 6.13. Where the Client is a non-UK based client, the Parties shall agree in writing the collection and payment matters listed in this clause and the relevant clauses in this clause 6 above shall be duly amended.

7. Limitation of Liability

- 7.1 Nothing in the Agreement limits any liability which cannot legally be limited, including liability for: (a) death or personal injury caused by negligence; and (b) fraud or fraudulent misrepresentation.
- 7.2 Subject to clause 7.1 we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for: (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of use or corruption of software, data or information; (e) any indirect or consequential losses whatsoever.
- 7.3 Subject to clause 7.1 our total liability to you arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the lesser of i) £250,000 (two hundred and fifty thousand pounds GBP); or ii) the Charges relating to the product and/or Services for the preceding 12 month period from the date you notified us of the claim.
- 7.4 Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 7.5 This clause 7 will survive termination of the Agreement.

8. Termination and Consequences of Termination

- 8.1 Either party may terminate this Agreement by giving 6 months written notice to the other Party, such notice to become effective no earlier than the expiry of the Initial Term, or Extended Term whichever is applicable.
- 8.2 Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Agreement with immediate effect by giving written notice to you if:
 - a) you commit a material breach of any term of the Agreement and (if such a breach is remediable) fail to remedy that breach within 7 days of you being notified in writing to do so;
 - b) you fail to pay any amount due under the Agreement on the due date for payment;

- c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors, being wound up, having a receiver appointed to any of your assets or ceasing to carry on business;
 - d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
 - e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Agreement has been placed in jeopardy.
- 8.3 On termination of the Agreement any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected; and the following clauses shall continue in force: clause 7 (Limitation of Liability), clause 8 (Termination and Consequences of Termination).
- 8.4 Where we have not charged you Set Up and Implementation Costs as an upfront cost and you terminate the Agreement prior to the end of the Initial Term, in addition to any other contractual rights and remedies we may have, you will also be responsible for the outstanding balance of the Set Up and Implementation Costs and you shall pay this to us within 5 days of a written demand for payment.
- 8.5 If you choose to terminate this Agreement in violation of clause 8.1, in addition to any other contractual rights and remedies we may have, you shall pay an early termination fee equal to the estimated fees that we determine you would have incurred during the remaining term of the Agreement. Such estimated fees will be based on the higher of i) average fees incurred during the last six (6) months just prior to the termination date; or ii) such other reasonable fee as should have been payable by you under the terms of this Agreement based upon the estimated payslip numbers at the outset of the Agreement. Such early termination fee shall be paid within fifteen (15) days of the termination date.
- 8.6 If you provide adequate prior written notice of termination per clause 8.1, we will prepare an exit plan to be agreed upon by you, that describes the respective obligations of the parties to facilitate an orderly transition of the

Services to a new provider, including the transfer of Client's data (in the form that we are able to provide only). Fees apply as outlined within the Services Schedule (or such other fees as the Supplier shall so determine).

- 8.7 Upon termination of this Agreement, you shall pay us any outstanding fees owed in accordance with the terms of this Agreement. On payment of all outstanding invoices, we will return to you all of your Confidential Information, Client data and any other files belonging to you, except that we may retain a copy of Client data in order to fulfil our recordkeeping requirements or other legal obligations.
- 8.8 We will not have any obligation, contractual liability nor other liability; to save, store or hold any of your data (including personal data, payroll records, payments made, payroll runs or any other information whatsoever) after the termination or expiry of this Agreement (or any other related arrangement or variation to this Agreement with you).
- 8.9 We will always act with professionalism and integrity in actions and communications and expect both parties to conduct business in strict legal compliance with the highest ethical standards. We will not tolerate aggressive or abusive language towards its staff, and such behaviour will be considered as reason to serve notice and will be deemed to be a material breach of Agreement by you.

9. Change Management

- 9.1 Either Party may at any time request that a change is made to the Services in accordance with the change control process as determined by us.
- 9.2 Until a change has been agreed in accordance with the change control process or if such change cannot be agreed then we shall continue to operate this Agreement as if the change request had not been made.

10. Intellectual Property and Insurances

- 10.1 All intellectual property rights in or arising out of or in connection with the Services (other than intellectual property rights in any materials provided by you) will be owned by us.
- 10.2 During the term of this Agreement we will maintain in force professional indemnity insurance.
- with worldwide jurisdiction and with coverage at an appropriate level as shall be relevant to the Services provided.

11. Confidentiality

- 11.1. We each undertake that we will not disclose to any person any Confidential Information concerning one another's business, Clients, payroll or suppliers, except as permitted by clause 11.2.
- 11.2. We each may disclose the other's Confidential Information:
 - a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our respective rights or carrying out our respective obligations under the Agreement. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 11.2; and
 - b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3. Each of us may only use the other's Confidential Information for the purpose of fulfilling our respective obligations under the Agreement.

12. Anti-Money Laundering

- 12.1. We are subject to legislation intended to combat money laundering and terrorism, including the Terrorism Act 2000, the Proceeds of Crime Act 2002 and associated regulations (and any subsequent modification to the legislation or regulations) ("Anti-Money Laundering Legislation"). The effect of the Anti-Money Laundering Legislation is wide and applies to the proceeds of any crime; it is not limited to the proceeds of drug trafficking, terrorism or serious crime. The Anti-Money Laundering Legislation imposes reporting obligations on us which override our duty of confidentiality to you.
- 12.2. We reserve the right to comply with the Anti-Money Laundering Legislation in all respects as it determines in good faith. Where we have notified the relevant authorities pursuant to our obligations under the Anti-Money Laundering Legislation you agree that we can provide such further information as the relevant authorities may require.
- 12.3. The requirements of the Anti-Money Laundering Legislation may either prevent us from taking steps, or from acting further, on your behalf and we may be prohibited by law from informing you of these matters. In these circumstances, we reserve the right to cease

acting and to charge you for our Services to that date. You accept that the Anti-Money Laundering Legislation or guidance issued by the courts, or any regulatory body may prevent us from informing you of all relevant matters either promptly or at all.

13. Events Outside Our Control

- 13.1. Neither Party will be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under the Agreement that are caused by any act or event beyond its reasonable control ("Event Outside Our Control").
- 13.2. If an Event Outside Our Control takes place that affects the performance of either Party's obligations under the Agreement:
 - a) The Party must contact the other Party as soon as reasonably possible to notify them; and
 - b) obligations under the Agreement will be suspended and the time for performance of obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services after the Event Outside Our Control is over.

14. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and excludes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15. Third Party Rights

- 15.1. Except as set out in this clause 15.1 a person or legal entity which is not a party to this Agreement has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.
- 15.2. Each and every obligation of the Client under this Agreement is owed to us and each Company Affiliate, each of whom may enforce the terms of this Agreement as required to deliver the Services and fulfil the Company Affiliates obligations under the Agreement
- 15.3. If a person or legal entity is not a party to this Agreement is stated to have the right to enforce any of its terms under the Contract (Rights of Third Parties) Act 1999, the parties may rescind or vary this Agreement (and any documents entered in to pursuant or in

connection with it) without the consent of that person or legal entity.

16. Communications Between the Parties

- 16.1. When we refer to "in writing" in these Terms, this includes email.
- 16.2. Any notice or other communication given under or in connection with the Agreement must be in writing and be delivered in writing.
- 16.3. A notice or other communication is deemed to have been received when sent.
- 16.4. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 16.5. The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

17. Data Protection

The Data Processing Agreement is incorporated into this Agreement as a Schedule and the Parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

18. Transfer of rights and Subcontractors

- 18.1. Subject to clause 18.2 below, neither Party shall assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this

Agreement without the prior written consent of the other Party.

- 18.2. Notwithstanding clause 18.1, we may perform any of our obligations and exercise any of our rights granted under this Agreement through any Company Affiliate. We acknowledge and agree that any act or omission of our Company Affiliate in relation to our rights or obligations under this Agreement shall be deemed to be an act or omission by us.

- 18.3. We may without notification and at our sole discretion appoint carefully pre-selected subcontractors (whether in the U.K. or internationally) to perform all or part of the Services to you. Where we do this, we will remain responsible for the work performed to you in accordance with this Agreement.

19. Authority

- 19.1. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the Party for whom it is indicated he/she has signed.
- 19.2. Our signatory, for the avoidance of doubt, confirms that he/she has the authority to enter into a binding agreement on behalf of each of the Company Affiliates.

20. Governing Law & Jurisdiction

The Agreement is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Agreement to the exclusive jurisdiction of the English courts.

Please sign this agreement to confirm you have read and agreed to the above terms and conditions.

From time to time, we may use the data supplied below to contact you where we feel we have a legitimate interest to do so. For more information on how we use your data, please review our [Privacy Notice](#).

Signed for and on behalf of

[add in Client legal entity name in full]

Signed for and on behalf of

CINTRA HR & PAYROLL SERVICES LIMITED

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signed: _____

Signed: _____

We may wish to inform you of other activities through the delivery of direct marketing to you via email. You have the right to withdraw this consent at any time by contacting us at gdp@cintra.co.uk. If you are happy to receive this information, please provide your email address below.

Email: _____

Services Schedule

Services included in this Agreement:

(i) Estimated Go Live Date []

Go Live Date (definitions)

“Outsourced Payroll Go Live Date” means the date on which the Supplier processes the first live payroll run.

“SaaS Payroll Go Live Date” means the date on which the first payslips are produced from the system, whether for parallel runs or live payroll runs.

“Non-Payroll SaaS Go Live Date” means the date on which any non-payroll software platform goes live and is made available to the Client’s admin users.

“Non-Payroll Outsourced Service Go Live Date” means the date on which any non-payroll service goes live and is made available to the Client.

Go Live Date

Recurring fees will become payable from the respective Go Live Date(s).

The Go Live Date(s) shall be agreed by both parties within 7 days of Agreement signature.

The Go Live Date(s) must be within 4 months of Agreement signature unless agreed otherwise at the sole discretion of the Supplier.

Should the Go Live Date be delayed due to the action or inaction of the Supplier, no fees will be charged until any Supplier delays are resolved. Should the Go Live Date be delayed due to the action or inaction of the Client, fees will be charged from the originally agreed Go Live date.

The Client must complete a signed Agreement and a signed Direct Debit form before a Go Live Date commitment can be made by the Supplier.

(ii) Charges & Payments

Pricing Table

<<<< Final commercial proposal to be inserted here >>>>

Implementation

Implementation Fee	£ 0,000
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<<<< Professional Services Quote to be inserted here >>>>

Billing Unit

[Salesperson to populate or remove as appropriate.]

Services	Billing Unit
UK Payroll Software	Number of payslips processed
UK Payroll Outsourcing	Number of payslips processed with a minimum per payroll charge of £100 Per Monthly Payroll Run £100 Per Lunar Pay Run £70 Per Fortnightly Payroll Run £50 Per Weekly Payroll Run
Global Payroll Outsourcing	Number of payslips processed with a minimum per payroll charge of [X]
CintraHR Software	Number of "Active Employee" with minimum volume commitment as set out in Pricing Table
HR Outsourcing	Number of "Active Employee" with minimum volume commitment as set out in Pricing Table
Capture Expense	Number of "Active User" with minimum volume of [20]
Cintra People HR Software	Number of "Active Users" with minimum volume commitment as set out in Pricing Table

Day rates for Professional Services

Day Rates	Day Rate
Project Manager	£2,250
Payroll Implementation Consultant	£950
Payroll Technical Consultant	£1,250
Training	£1,500
HR Consultant	£2,000

(iii) Schedules

Schedules listed below form an integral part of this Agreement. The Schedules listed below can be updated and replaced by the Supplier without Client notification to reflect our latest service provision or other amendments as required from time to time.

In updating these documents, the Supplier agrees not to materially change or denigrate the Service(s) which form part of this Agreement. All changes to Service will be enacted to improve the Suppliers ability to provide its software and services.

Any new services which are agreed by the Parties to be added or amended, will be incorporated via an Amendment Agreement.

[Salesperson to remove as appropriate.]

Schedules
Data Processing Agreement
UK Payroll Software
UK Payroll Outsourcing
Global Payroll Outsourcing
Cintra HR Software
Cintra People HR Software
HR Outsourcing
Capture Expense Software
Payroll Implementation Service
HR Implementation Service
Business Continuity Payroll Service